(Annexure – V)

AGREEMENT

This agreement made on this ……day of ……Two thousand ……between Bangalore Electricity Supply Company Limited (BESCOM) having its Office at The General Manager (Electy),Customer Relations section, Corporate Office, BESCOM, K.R. Circle, Bengaluru (hereinafter referred to as a "Owner" or BESCOM which expression shall include its administrators,) on the one part and M/s _____ (hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BESCOM desirous for **Engaging a Public Relations Agency (PRA) for the Common Media and Social Media activities of the entire Energy Sector for the effective Publicity & public interaction with Energy Sector** as per its Tender Enquiry No: _____.

AND WHEREAS M/s _____ had participated in the above referred tender enquiry vide their proposal No. _____ and BESCOM awarded the contract to M/s _____ on Terms and Conditions of tender documents referred to therein, which has been accepted by M/s _____ resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

Whereas, the owner has issued Letter of Intent vide No. _____ to M/s _____ for the work of Engaging a Public Relations Agency (PRA) for the Common Media and Social Media activities of the entire Energy Sector for the effective Publicity & public interaction with Energy Sector for a period of **three years** from the date of Letter of Intent indicated in the tender **Enquiry No. ___ dated _____** subject to the, terms & conditions contained therein & here under becomes part of this agreement.

1.0 Scope of the Work :

The Scope of the work involves **Engaging a Public Relations Agency (PRA) for the Common Media and Social Media activities of the entire Energy Sector for the effective Publicity & public interaction with Energy Sector** as per Clause 1.0 of Section –II of ITB.

2.0 Price & Price variation :

No price variation is allowed and the price are fixed throughout the contract period/extended period of contract as per Clause No: 7.0 of Section III of GCC.

3.0 Taxes & Duties :

The Taxes and Duties shall be dealt as stipulated in the clause No. 8.0 of section III of GCC.

4.0 Conditions & Covenants:

The Scope of work, deliverables, terms of payment, Price Variations, Taxes wherever applicable, Insurance, Penalties, key professionals deployed, Performance Guarantee and all other terms and conditions are contained in bid document read in conjunction with other aforesaid Contract documents and agreement.

5.0 Contract Period: The Contract Period is for a period of 3 years.

6.0 Deliverables:

The Deliverables for both SC-Component-1 & SC Componenet-2 are as per the Clause No.2.0 of Section –II of ITB.

7.0 Payment

The payment shall be arranged as per Clause No. 3.0 of Section III of GCC.

8.0 Man Power Deployment:

The Man Power Deployment are as per the Clause No.17.0 of Section –II of ITB

9.0 Penalty:

The Penalty shall be dealt as stipulated in the Clause No. 4.0 of Section III GCC.

10.0 Infrastructure Required:

The infrastructure required are as per the Clause No.16.0 of Section –II of ITB

11.0 Grafts and Commission :

The Grafts and Commission is as per the Clause No. 31.0 of section III of GCC.

12.0 Insurance:

M/s _____ agreed to comply the insurance Clause as stipulated in tender document Clause No: 32.0 of Section III of GCC.

13.0 Non Disclosure Agreement:-

The Non Disclosure Agreement is as per the Clause No. 30.0 of section III of GCC..

14.0 The BESCOM reserves the right for inspection of the offices at any time to ensure smooth functioning of the work.

15.0 The acceptance of contract shall rest with the BESCOM and BESCOM reserves the right to accept / reject any contract without assigning any reason whatsoever.

16.0 If it comes to the knowledge of BESCOM that the contractor is a defaulter or black listed in any KPTCL/ESCOMS or any organizations of energy department including energy department, BESCOM reserves the right to terminate his contract without prior intimation/without assigning any reasons.

17.0 If the information furnished by the M/s _____ is found to be false at any stage of execution, then BESCOM at its discretion may take action against M/s _____. If false information is found at execution stage then BESCOM may cancel the works awarded, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm , besides initiating action for recovery of excess money paid by BESCOM, if any, after getting the works executed from other contractors, levy liquidated damages /penalty etc.,

18.0 Force Majeure

As per Clause 25.0 of Section III of GCC of bid document.

19.0 Replacement of Personnel

As per Clause 23.0 of Section III of GCC of bid document.

20.0 Termination of Contract

The Contract will be terminated as per the terms & conditions specified in clause 15.0 of Section III of GCC of bid document.

21.0 The period of this contract (Agreement) will be valid for three years i,e, from the date of Letter of Intent in all respects as per the terms & conditions of the tender.

22.0 Performance Guarantee

A Performance guarantee in the form of Bank Guarantee at **Rs. ____ lakhs** towards security for the performance valid for period of 39 months from the date of LOI No ____ dated ____ obtained by the contractor from M/s _____ vide **BG No: _____ dated ____** issued by _____ for Rs**._____ valid up to _____**.

23.0 All other tender conditions, specifications & annexure which are not covered in this agreement are to be read and is agreed with respect to the conditions mentioned in following documents

a) Bid documents of Enquiry No. ____ dated ____ consisting of Volume – I, Section – I of 'IFB', Volume – I, Section – II, of 'ITB', Volume-I Section-III of 'GCC', Volume – III along with subsequent amendments issued by this office.
b) Letter of Intent issued vide No. _____ dated ____ with Terms and conditions.
c) Any other related orders issued by Corporate office from time to time

IN WITNESS WHEREOF, the parties have executed these presents on the day, month and year first above mentioned at Bengaluru.

WITNESSES:

1. ....

2..... .....

(Owner's signature)
(_____)
(General Manager (Electy.))
(BESCOM's stamp)

1. ....

2..... .....

(Contractor's signature)
(_____)
(_____)
(Company's Stamp)